

CITY OF BAYONNE

**THE
BAYONNE
MUNICIPAL SUPERVISORY ASSOCIATION
HUDSON COUNCIL NO. 2**

**AGREEMENT BETWEEN
THE CITY OF BAYONNE
AND
THE BAYONNE MUNICIPAL SUPERVISORY ASSOCIATION
HUDSON COUNCIL NO. 2**

**EFFECTIVE
JULY 1, 2004 TO JUNE 30, 2009**

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AGREEMENT

PREAMBLE

This Agreement made this 12th day of October, 2004 by and between the City of Bayonne, New Jersey ("City") and the Bayonne Municipal Supervisory Association, an affiliate of Hudson Council No. 2 CSA ("Union").

WITNESSETH:

WHEREAS, it is the desire, intent and purpose of the parties hereto that this Agreement shall promote and improve their relations and make them harmonious. And to provide for the conduct of the City's business under methods which will further to the fullest extent possible service to the public, economy and efficiency of operations, and the avoidance of interruption of City services, and, It is also the intent of the parties that this agreement shall make provision for salaries, hours, working conditions and the adjustment of grievance so that at all times there shall be an orderly and expeditious consideration and settlement thereof:

NOW, THEREFORE, in consideration of the premises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto as follows:

ARTICLE 1
RECOGNITION

Section 1. The City recognizes the Union as the sole and exclusive collectible negotiating Representative for all full time and regular part-time, non-uniformed Supervisory employees employed by the City, pursuant to Title 11 of the New Jersey Statutes (and regulations thereunder), in the titles as set forth in Schedule A.

Section 2. The City agrees that it will not, during the entire term of this Agreement recognize, negotiate collectively with, or enter into contractual relations, either written or oral with any other labor organization, with respect to the negotiating unit covered by this Agreement.

Section 3. The Union further recognizes its responsibilities as bargaining agent for Supervisors and the duties and responsibilities imposed upon its members under Civil Service Law.

ARTICLE 2
PRINCIPAL RESPONSIBILITY OF SUPERVISORS

The parties recognize that within the bargaining unit covered by this Agreement there are different levels of supervision so that as a result some employees covered by this agreement are responsible to take directions from and/or are evaluated by other employees who are also covered by this Agreement.

Recognizing that potential conflict inherent in the above fact, the parties Agree that a supervisory employee's primary responsibility is to serve the interests of the City as his/her employer.

ARTICLE 3
NO STRIKE

Section 1. During the term of this Agreement, the Union , its officers and members will not engage in, sanction or encourage any strikes, walkouts, sympathy strikes, refusal to cross picket lines either at or away from the City's facilities, slow-downs, picketing, mass resignations or mass absenteeism, or other similar action which would involve suspension of work that may disturb or interfere with the orderly operation of the City's Departments or affect service to the public. Any such action shall be a violation of this Agreement.

ARTICLE 4
MANAGEMENT RIGHTS

Section 1. It is recognized that there are certain functions, responsibilities and management right exclusively reserved to the City, among which are, but without limitation, the direction and operation of the City. The determination of the number and location of its facilities, the curtailment of services, the partial or complete closing of facilities, the number and size of departments, the services to be offered, the types of work to be performed (within Civil Service job descriptions), the schedules of services, shift schedules and hours of work consistent with this Agreement, the work assignments of employees (within Civil Service job descriptions), the methods, processes and means of providing services and support operations, the equipment to be used, and the making and enforcing of rules and regulations for the City's operations and the discipline and safety of employees. None of the rules and regulations so formulated, or as changed from time to time shall be inconsistent with this agreement. All such rules and regulations shall be observed by the employees.

Section 2. When the City intends to implement a new rule or regulation, it will give the Union notice of its intention, together with a copy of the text of the proposed rules. The City will at the Union request, meet and negotiate with the Union concerning the proposed rule. If after a reasonable time for negotiations, disagreements regarding the rules exists, the city may nevertheless implement the rules, and the Union, if aggrieved, may pursue whatever redress conditions require. The duty to negotiate assumes the negotiability of the subject matter or impact of the rule.

Section 3. The City shall have the exclusive right to hire its employees from any direct source it desires consistent with Civil Service requirements. The appointment, assignment, promotion, demotion, transfer, discharge or discipline for cause and temporary and/or permanent layoffs of employees are the sole function of the City, except as may herein otherwise be provided or limited by any applicable provision of this Agreement or by law.

Section 4. The City retains and may exercise all rights, powers, duties, authorities and responsibilities conferred upon and vested in it by the laws and constitutions of the state of New Jersey and the United States of America.

Section 5. The City reserves the right to manage and control all of its facilities and to observe and obey all referenda, statutes enacted by the Legislature, and decisions rendered by the Courts of the State of New Jersey.

ARTICLE 5
EQUAL OPPORTUNITY

Section 1. The City and the Union agree to continue their policies of not discriminating against any employee or applicant for employment because of race, creed, color, national origin, age or sex, or because the employee/applicant is or is not a member of the Union.

ARTICLE 6
GRIEVANCE AND ARBITRATION PROCEDURES

Section 1. The Union on behalf of any aggrieved employee having a dispute as defined in Section 2 below and who seeks redress must elect with finality either to pursue the claim under Civil Service procedures where those procedures are mandated by statute, or in the alternative to pursue the claim under the arbitration procedure set forth below, where Civil service procedures are not available. The Union's election shall be binding and conclusive on the Union. Any employee who has elected to pursue his Civil Service remedy is foreclosed from arbitration..

Section 2. A grievance means a dispute between the parties concerning the interpretation, application, or violation of policies, agreements and administrative decisions affecting employee terms and conditions of employment. The grievance must be initiated within twenty (20) working days of the event giving rise to the grievance or within twenty (20) working days of its discovery through due diligence. Unless filed within the time provided, such grievance shall be deemed abandoned.

Step 1. The grievance shall be in writing signed by the grievant and shall state the provisions of the contract, policy or administrative decision allegedly involved. The grievance shall be discussed between a Union representative and the City's designated first step representative or representatives. A written answer to the Union shall be made by the City's first step representative within five (5) working days from the presentation of the grievance.

Step 2. If the grievance is not settled at Step 1, the same shall be submitted in writing, signed by the grievant. It shall set forth the facts supporting the grievance and shall be submitted, within five (5) working days after the answer in Step 1, to the Business Administrator or any person designated by him. The answer to such grievance shall be made in writing, to the Union, within five (5) working days of its submission.

Section 3. Since adequate grievance procedures are provided in this agreement, the Union agrees that it will observe the law of the State of New Jersey regarding concerted employee activity. The parties recognize that the City is obliged and entitled to pursue its functions in an orderly manner, free from interference.

Section 4. In any grievance or dispute involving the construction of Statutes, either party may proceed in the appropriate court for a judicial determination of such statutory construction and shall not submit the same to arbitration.

Section 5. If the grievance concerning the interpretation or application of this agreement is not settled at the conclusion of Step 2, then it may be submitted to Civil Service or arbitration by either party provided notice in writing of the intent to do so is given to the other party within five (5) working days of the decision in Step 2. No later than ten (10) working days after giving written notice of an intention to arbitrate, or to proceed to civil service, which choice shall constitute an election of remedies, the moving party must submit a written request to PERC for the appointment of an arbitrator pursuant to agency procedures, Civil Service to invoke its procedures. A copy of the moving party's written request must be simultaneously served on the Business Administrator.

Section 6. If the matter proceeds to arbitration, then the following shall pertain: The arbitrator shall have full power to hear the dispute and he shall make a written determination on the grievance and solely on the meaning and interpretation of the particular provision of the contract which gave rise to the dispute. The decision of the arbitrator shall be final and binding on the City, the Union and the employee(s) involved. The cost of arbitration shall be borne by the City and the Union equally. Arbitration shall be equally available to the City.

Section 7. Each grievance will be arbitrated separately except, pursuant to mutual agreement, those of a similar nature. The arbitrator shall have no power to add to, subtract from or modify this agreement.

Section 8, Failure to comply with the provisions of this Article shall make the last decision of the City final and conclusive on said grievance. All steps of the grievance procedure must be followed faithfully by the Union as a pre-condition to arbitration.

Section 9. Reference to "working days" in this article shall exclude Saturdays, Sundays and paid holidays.

Section 10. If the matter proceeds to Civil Service, the parties are bound by Civil service rules and regulations.

ARTICLE 7 **UNION REPRESENTATIVES**

Section 1. Members of the bargaining unit may designate two of their number as Union delegates. After such selection is made, the Employer shall be notified in writing by the Union of the delegates' names. No employee shall act as a delegate until his name has been certified in writing by the Union to the Business Administrator.

Section 2. Union delegates are not normally expected to conduct Union business on working time or in working areas. In those unusual circumstances when it is necessary to conduct Union business on working time or in working areas, such shall not interfere with the normal operations of the City. A Union delegate may meet with the designated representative(s) of the Employer at mutually convenient times to discuss matters pertinent to the administration of this agreement.

ARTICLE 8
CHECK-OFF

Section 1. The City agrees to deduct the monthly dues for Union Membership from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the city by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement listing the names of the employees to the Treasurer by the 15th of the current month, after such deductions are made.

Section 2. Any written designation to terminate authorization for check-off must be received in writing by certified mail by the city and the Union by July 1st or January 1st and filing notice of withdrawal shall be effective to halt deductions as of July 1st or January 1st next succeeding the date on which notice of withdrawal is filed.

Section 3. The Union agrees that it will indemnify and save harmless the city against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the city at the request of the Union under this Article.

ARTICLE 9
HOLIDAY CALENDAR

Section 1. The following shall be recognized as paid holidays:

- | | |
|----------------------------|---------------------------------|
| 1. New Year's Eve | 9. Columbus Day |
| 2. New Year's Day | 10. General Election (November) |
| 3. Martin Luther Kings Day | 11. Veterans Day |
| 4. Presidents Day | 12. Thanksgiving Day |
| 5. Good Friday | 13. The Day after Thanksgiving |
| 6. Memorial Day | 14. Christmas Eve |
| 7. Independence Day | 15. Christmas Day |
| 8. Labor Day | |

Section 2. Eligible employees shall receive one day's pay for each holiday listed above on which they perform no work. Employees who are required to work on a holiday shall receive, in addition to his regular pay, time and one-half for the hours worked,

Section 3. If a full holiday falls on a Saturday, it will be celebrated and compensated accordingly on the proceeding Friday. If a full holiday falls on a Sunday, it will be celebrated and compensated accordingly on the succeeding Monday.

Section 4. In order to qualify for holiday pay, the employee must work the immediately preceding and immediately succeeding scheduled work days unless his absence on either day has been excused.

ARTICLE 10
VACATIONS

Section 1. The City shall have the option to cap the number of annual vacation days at twenty-five (25), and any employee so capped at twenty-five (25) days who is entitled to thirty (30) days shall be paid for the five (5) extra vacation days. This provision shall not apply to employees currently receiving thirty (30) vacation days. Vacations shall be based on continuous service. Employees shall be entitled to the following vacation:

<u>AMOUNT OF SERVICE</u>	<u>VACATION DAYS</u>
Up to end of first calendar year	1 working day for each calendar month worked.
1 through 5 years	12 working days
After 5 through 10 years	15 working days
After 10 through 15 years.	20 working days
After 15 years	25 working days
After 25 years	30 working days

Section 2. For any employee entitled to a vacation of more than two weeks, the additional Vacation time due such employee may, for good reason, be assigned other than on a consecutive basis. Vacation preferences must be submitted to the City by March 1 of the Fiscal year in which the vacation is to be taken. The City will attempt to honor any employee's preference but the needs of the individual departments will control.

Section 3. Vacation accrued but not used at the end of a service year may be carried over into the next year during which time the portion carried must be taken, or banked, or else it is forfeited. If the prospect of forfeiture is attributable to the City's refusal to honor the employee's request to take the carried over portion of his vacation, the City will compensate the Employee for such unused portion, payable at the employee's regular rate of pay. Vacation entitlement shall be prorated upon termination of employment with the City based upon months of service performed during the year of termination.

An employee may bank up to ten vacation days a year with a maximum accumulation of thirty days. Payment to be made at the existing pay rate at the time of retirement. Payment shall be made in two equal increments in the two months of July following retirement. If an employee leaves the employ of the city prior to retirement payment shall be made at the existing rate when the time was banked in two equal increments in the two months of July following separation. Banked vacation time shall be submitted on a three-part form with a copy to the employee, to the personnel department, and to the employees director.

ARTICLE 11 **SICK LEAVE**

Section 1. Sick leave is the absence of an employee from work because of illness, accident, exposure to contagious disease, or attendance for short periods of time for a member of the employee's immediate family seriously ill requiring care of attendance of such employee.

Section 2. If an employee is absent for reasons that entitle him /her to sick leave, His/her Supervisor shall be notified promptly. Failure to notify the Supervisor may be cause for disciplinary action. Absences without notice for five (5) consecutive days shall constitute a resignation.

Section 3. Sick leave is earned in the following manner:

- (a) One (1) day for each full month of service with the employer during the first fiscal year of employment.
- (b) Fifteen (15) days for each year of service with the Employer beginning with the second fiscal year of employment.
- (c) Sick leave credits shall not accrue while an employee is absent on a leave without pay.
- (d) Sick leave credits shall be prorated in the year of termination of employment at the rate of one and one-quarter days for each full month of service and the employer deduct the value of sick time taken in excess of pro rata entitlement from the employee's pay check.

Section 4. Any employee who is absent on sick leave for five (5) or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illness. The city may require an employee who has been

absent because of personal illness, as a condition of his return to work, to be examined by a physician at the expense of the City.

Section 5. Any employee who has been absent on sick leave for a period totaling fifteen (15) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic recurring nature causing an employee's periodic or repeated absence from duty for one day or less in which event only one medical certificate in a six (6) month period may be required which must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

Section 6. Effective upon signing of this contract by the parties, employees covered hereunder shall be entitled to participate in an unused sick leave reimbursement plan upon retirement in accordance with the following terms and requirements.

(a) **Eligibility** To be eligible for the unused sick leave reimbursement program, and employee must retire with 20 or more years of service (if permitted by State Statute, if not permitted, 25 or more years) with the City of Bayonne, or retire as permitted at age 60, and such employee must also have at least 100 unused sick leave days to his or her credit at the time of retirement.

(b) **Benefit** An employee who is eligible for unused sick leave upon retirement as herein defined shall be entitled to receive one (1) day's pay at the rate paid when the employee retires for every two (2) days of unused sick leave.

Effective July 1, 2004, the existing sick leave buyout upon retirement of the maximum of \$15,000 shall be increased to \$20,000 (if permitted by State Statute) Unless the employee notifies the city of his/her retirement date by August 1, the city may withhold payment of any sick time buyout until the July following the retirement of the employee. Any use of sick time in excess of fifteen (15) days during the final year of employment shall be deducted from the \$20,000 (or \$15,000) cap.

- (c) Effective July 1, 2004, a stipend of \$400 will be paid to any employee who is absent one (1) day or less during the fiscal year exclusive of paid time off for vacations, holidays, personal days and funeral leave.

ARTICLE 12 **LEAVES OF ABSENCE**

Funeral Leave Time off for death in the immediate family shall be given from the day of death until the day after the funeral, not to exceed five working days. Immediate family shall be defined as follows: mother, current mother-in-law, father, current father-in-law, son, daughter, sister, brother, step sister, step brother, husband, wife, grandparents, grandchildren. Employees of the Jewish faith shall receive leave of the same maximum duration.

Effective July 1, 2004 employees shall be entitled to one day off with pay to attend the funeral in the event of death of aunt, uncle, cousin, niece, nephew, and current brother-in-law and sister-in-law.

Military Leave Any employee called into the Armed Forces of the United States during national emergency, or draft, shall be given all the protection of applicable laws and an unpaid leave of absence shall be granted to the extent required by law.

Unpaid Leave of Absence.

A leave of absence without pay may be granted to any permanent employee who has been employed for a period of ninety (90) days. Said leave may not be arbitrarily or unreasonably withheld. Employees on unpaid leave of absence must arrange for payment of premium cost for all medical insurance or waive continuation of such insurance except where leave of absence is due to non-work related illness or injury and all sick leave has been used and the employee is in a non-pay status, in which case the City will pay for the cost of all medical-premiums for a period of up to three (3) months, as permitted by applicable law and regulation.

Special Leaves of Absence

The city shall establish regulations which authorize the granting of special leaves of absence with pay or part pay to employees disabled either through injury or illness as a result of, or arising from their respective employment. During such period of disability, employees may elect, if they so desire, to first utilize all or any part of the sick leave accumulated under Section 3 of the

N.J.S.A. 11:24-1 et seq. In the absence of such election, leaves of absence provided by this section shall not affect in any manner whatsoever the accumulated sick leave provided under section 3 of N.J.S.A. 11:24A-4. Any amount of salary or wages paid or payable to employees because of leave granted pursuant to N.J.S.A. 11:24A-1 et. seq. Shall be reduced by the amount of any Workmen's compensation award under N.J.S.A. 34:15-1 et. Seq. Made for temporary disability because of the same injury or illness requiring such leave.

Maternity Leave

Maternity leave not to exceed six (6) months without pay, shall be granted at the request of an employee. The employee retains the right to use all accumulated sick time and vacation time prior to taking an unpaid leave. This leave may be extended for an additional period of up to six (6) months based upon good cause shown which may include medical verification. Approval shall not be unreasonably withheld.

Where continued good cause is shown, which may also include medical verification,

application for extension of this leave for a specified period of time may be made. The City shall determine whether or not such requested extension will be granted, and if granted, the period of time and conditions which will be applicable to such extension. The maximum leave of absence under this Article shall not exceed a total of two consecutive years.

ARTICLE 13 **PERSONAL LEAVE**

All employees in the negotiating unit shall be entitled to four (4) personal leave days after one (1) year of service. Such leave shall be for the personal use of the eligible employee, and shall not be charged against sick leave with pay nor vacation leave, not substituted therefor. Personal leave days must be applied for no less than seventy-two (72) hours in advance, except in an emergency, of their requested use, and shall not accumulate from year to year. Each employee, however will be given every opportunity to utilize personal leave during his or her credit year.

The granting of such personal leave shall not adversely affect the working efficiency of the employee's department or the City. The City, in its discretion, shall determine the number of personal leaves to be granted for any particular day. Such requests will not be arbitrarily denied.

ARTICLE 14 **CALL-IN AND REPORTING PAY**

Section 1 An employee who is called in, or scheduled for work outside of his regular schedule, shall be guaranteed a minimum of four (4) hours pay at time and one-half (1 ½). Where such duty extends beyond four (4) hours, the employee will be paid for time actually worked at the rate of time and one-half (1 ½). When an employee is notified to report early for his regular shift or is held over at the end of a shift, such work shall not be considered as a "call-in".

Section 2 The Director shall have the right to place on standby employees in the department of Public Works, Parks and Recreation who will be required to remain at home Saturday and Sunday for the convenience of the City and effective July 1, 2004 shall receive thirty-five dollars (\$35) for each Saturday and thirty-five dollars (\$35) for each Sunday which they stand by. This shall be done on a rotating basis in accordance with seniority. Failure to report while on standby will result in the loss of the standby pay and may result in removal from the standby list.

Effective July 1, 2004 employees in the negotiating unit involved in the maintenance, repair, installation, and servicing of police and fire signal systems and water maintenance who receive thirty-five dollars (\$35) for each Saturday and thirty-five dollars for each Sunday on which they stand by.

Employees in the Public Works, Parks and Recreation department, participating in the snow and/or ice removal operation will be designated in writing when possible during normal working hours by the director or his representative(s) and placed on a standby basis. Employees not designated in writing to be on standby may also be placed on standby and called to duty by the director if, within the sole discretion of the director, such additional employees are required to cope with the emergency.

Effective July 1, 2004, employees designated to be on standby will remain at home on standby for one full eight (8) hours shift and received thirty-five (\$35) dollars per day if they are notified and then not required to come into work. Should an employee be required for additional standby, he will be paid thirty-five (\$35) dollars for each additional eight (8) hour shift or portion thereof,

When notified to report to work, the employee will report within one-half(1/2) hour. If called into work, the employee will receive pay as per the contract requirements in addition to the standby pay. Double time shall be paid for Sunday snow call outs.

While involved in snow removal operations, the employee will receive a ten dollar

(\$10.00) payment for meals after four (4) hours of work. This ten dollar (\$10.00) payment will only be paid once during the call-back period. Failure to report after accepting standby notification will result in forfeiture of the standby rate. After the available personnel in the centralized garage have been utilized, the director in the exercise of his own discretion can call in other personnel or avail himself of any outside service. Employees in Water Maintenance and Sewer Maintenance who are called in to work outside their regular shift shall receive a ten (\$10.00) payment for meals after four (4) hours of work.

For those members required to wear a phone 24 hours 7 days a week, an annual stipend of \$1,500 shall be paid starting in July 2005. This payment represents payment for the calendar year. Payment shall be prorated for any employee not required to wear a phone or not active for the full calendar year. Any employee receiving this stipend shall not receive standby pay. If an employee is called three times and does not answer or return the call within one hour they will forfeit the stipend.

ARTICLE 15 SALARIES AND LONGEVITY

Section 1. The salary ranges for titles covered by this Agreement are as set forth in the applicable salary guide.

These salary ranges reflect the wage settlement agreed upon by the parties which is set forth as follows:

- A Effective with the first pay in July 1, 2004, Zero (0%) per cent
- B Effective with the first pay in July 1, 2005 Two(2%) percent.
- C Effective with first pay in January 1,2006 Two (2%) percent increase to maximum rated in effect for all titles covered by this Agreement.
- D Effective with first pay in October 1,2006 One (1%) percent increase to maximum rated in effect for all titles covered by this Agreement.

- E** Effective with the first pay in April 1,2007 Five (5%) percent increase to maximum rates in effect for all titles covered by this Agreement.
- F** Effective with the first pay in October 1,2007 One (1%) percent increase to maximum rates in effect for all titles covered by this Agreement.
- G** Effective with the first pay in April 1 2008, Five (5%) percent increase to maximum rates in effect for all titles covered by this Agreement.
- H** Effective with the first pay in October 1 2008, One (1%) percent increase to maximum rates in effect for all titles covered by this Agreement.
- I** Effective with the first pay in April 1, 2009, Five (5%) percent increase to maximum rates in effect for all titles covered by this Agreement.

Salary ranges for all titles covered under this Agreement shall be established with the difference between minimum and maximum being equally divided by the current five step progression.

Section 2 In addition to base pay, a longevity increment based on continuous service will be paid to each regular full time employee according to the following schedule:

Effective 7/1/05 Longevity to be as follows:

<u>YEARS OF SERVICE</u>	<u>INCREMENT</u>
Upon completion of 9 th year	\$2,200
Upon completion of 14 th year	\$3,400
Upon completion of 19 th year	\$4,300
Upon completion of 21 st year	\$4,600
Upon completion of 24 th year	\$4,900

Section 3. In addition to base pay, any supervisor who is assigned to work the night shift will receive a fifty (.50) cents per hour differential.

ARTICLE 16
INSURANCE BENEFITS

Section 1. Dental Plan - The full family dental plan presently in effect shall be maintained in behalf of the employees covered by this agreement.

The annual maximum for family dental coverage is \$1500 per year, per employee and family,

As of January 1, 2005, orthodontics maximum to be \$2,500 lifetime per family member.

The dental plan shall in all respects comply with the law, including the obligation to provide employees with the option of obtaining dental services from any licensed dentist.

Section 2. Prescription Plan - within sixty (60) days of implementation of the contract between the parties, the prescription plan coverage will change to a co-pay of \$10 for brand name and \$0 for generic. Generic shall be substituted whenever it is the equivalent of the brand name.

Name Brand if generic is available shall be \$25 (note: if name brand is needed for medical reasons, a note from doctor shall be provided and submitted to the plan administrator. The city will reimburse \$15 for valid medical reasons).

Employees under the Public Employees Retirement system with 15 or more years of service shall be entitled to prescription coverage for life. The spouse of the retiree shall be entitled to prescription coverage for life unless the retiree and spouse divorce, or the spouse remarries, or received coverage from another source following the death of the retiree.

Prescription benefits to existing employees shall remain the same for all retirees prior to 7/1/04.

The employee upon retirement may elect to replace the City prescription plan with the City dental plan.

Section 3. Disability Plan –

The existing long-term disability plan shall remain in effect. The wait period for the plan shall be the same as provided for AFSCME members but shall not be more than ninety (90) days. There shall be no additional charge to the employee for any reduction in the wait period.

Any employee injured, disabled or suffers a catastrophic illness outside of work, due to a non-job injury, and is on unpaid sick leave shall be entitled to the health coverage benefits provided under NJ Plus. If an employee selects a more expensive plan, they shall pay the difference.

Coverage shall be extended for up to a two (2) year period. If an employee chooses a more expensive plan, they shall pay for the difference. Upon return from the unpaid sick leave, an employee shall not be entitled to a renewal of the leave and extension of the medical benefits for the same cause unless said employee has returned as an active employee for a minimum of ninety (90) days. During this 90 day period the employee shall not have taken any time-off due to the same cause and remain eligible for an additional unpaid sick leave with health benefits.

Section 4. Health Benefits - Effective July 1, 2004 Health benefits (100%) shall be paid for employees and spouse who retire under the Public Employees Retirement system with twenty-five (25) years of service, to be paid for by the City for life. The employee shall receive health coverage under the NJ Plus Plan. If the employee selects a more expensive plan, the employee shall pay the difference. Coverage to continue for the life of the employee and spouse unless the spouse is divorced, remarries, or receives coverage from another source following the death of the retiree.

The benefits of retirees covered by the above is not subject to future negotiations. If the City changes health coverage, the plan shall be equal to or better.

Any employee hired after the signing of this contract shall be entitled to NJ Plus Health coverage. Any employee in this category who chooses a more expensive plan shall pay the difference in cost for dependents.

The benefits of the domestic Partnership act shall be extended for the purposes of Health Coverage. The criteria of the State Health benefits Plan shall be met.

Those eligible for health benefits shall be the same as recognized as such by the New Jersey State Health Benefits Plan.

The Health Insurance program for employees covered hereunder shall include an opportunity for a wellness visit once (1) per year.

If a member passes away while being an active employee, the provisions of retiree health coverage shall be provided to the spouse regardless of the years of service.

Vision Care coverage : Effective January 1, 2005 vision care coverage shall be discontinued.

ARTICLE 17 **CLOTHING ALLOTMENT**

The City shall adopt a reasonable dress code with union approval. Clothing allotment to be as follows:

- A. Effective upon implementation of this agreement, field supervisors shall receive a payment of \$300 as the clothing allotment for 2004.
- B. Effective January 1, 2004, office supervisors shall receive a clothing allotment of \$150 and field supervisors shall receive a clothing allotment of \$325.
- C. January 1, 2004, and for the duration of this Agreement, office supervisors shall receive a clothing allotment of \$150 per annum and field supervisors shall receive a clothing allotment of \$350 per annum.

Payment of the clothing allotment shall be made every August for the full calendar year, and the clothing allotment shall be pro-rated on a monthly basis for employees who do not work for the full calendar year.

The City will continue to provide all mandated safety wear and logos for shirts, jackets, boots and hats.

Stipends:

CDL License : Any holder of a CDL license shall be paid a stipend of \$250.00 in the August following the first full year that they held the license.

The City reserves the right to implement the same drug testing procedures currently in place for CDL operators for all members of the bargaining unit.

NJ Emission Repairer and NJ Vehicle Inspector License: For a member who holds both of these licenses, and the city is making use of said licenses, a stipend of \$1,500 shall be paid starting in July 2005 for the prior fiscal year. Said stipend shall be prorated if licenses are not held for a full year.

All cdl, clothing and phone checks shall be issued in August. The City shall make reasonable effort to issue a separate check to the employee for the above payment.

ARTICLE 18 **SENIORITY**

Section 1. Seniority is defined as an employee's total length of continuous service with the City within this bargaining unit. It is agreed that any employee who voluntarily resigns, is discharged for cause, fails to return from layoff after being recalled, or fails to return to work at the expiration of a leave of absence, shall lose all seniority rights, and shall have his/her employment relationship with the City terminated. If an employee is reinstated, the seniority rights earned by such employee shall also be reinstated.

Section 2. An employee who is on a leave of absence, without pay, shall not have the period of time that he is on such a leave, credited to his seniority.

Section 3. Seniority shall be used to provide preferential treatment for the most senior employee in the selection of vacations, consistent with the efficient operation of the department.

Section 4. Employees will be considered on the basis of skill, ability and qualifications to perform the work, together with seniority, with respect to shift assignments, building assignments, promotions, non-disciplinary demotions, layoffs

and recalls. Where skill, ability and qualifications are relatively equal, seniority will prevail.

Section 5. It shall be the exclusive responsibility of the employer to determine the qualifications of the employees and the criteria necessary to fill any position. If an affected employee or this Association is of a view that the determination by the City of an employee's qualifications is improper, or that the criteria for filling a position as established by the City are not being followed, such dispute may be the subject of a grievance at the option of the Association. Any grievance initiated under this section (section 2 of Article 14) may be processed by the Union to advisory arbitration. Disputes pertaining to any other section of the article which are otherwise subject to grievance and arbitration may be submitted to binding arbitration in accordance with the appropriate provisions of this contract.

Section 6. Whenever a supervisory title is eliminated, and two supervisory positions are combined, the compensation for that individual shall be re-negotiated at that time.

ARTICLE 19 **NEW EMPLOYEES**

Employees hired on or after July 1, 2000 shall have bi-weekly deductions of \$10 to be applied to the cost of dental and prescription coverage. If the employee opts out of the dental plan, there shall be no bi-weekly deductions. Any employee who currently has fully paid dental and prescription coverage is not affected.

ARTICLE 20 **SEPARABILITY**

Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the Court shall apply only to the specific portion of the agreement affected by such decision whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

This agreement is subject to approval by the City Council of the City of Bayonne.

ARTICLE 21
DURATION OF AGREEMENT

The provisions of this agreement shall become effective on July 1, 2004 and shall continue in full force and effect until June 30, 2009, both dates inclusive. Unless one party hereto gives notice to the other party in writing no sooner than one hundred and twenty (120) days, nor less than ninety (90) days prior to June 30, 2009. This agreement shall continue in full force and effect from year to year until either party terminates.

SCHEDULE A

40 HOUR WEEK

7:00-3:00 Maintenance SuperIntendent (Library)

7:30-3:30 Assistant Maintenance Superintendent

8:00-4:00 Assistant Parks SuperIntendent

Assistant Supervisor Parking Authority

Assistant Police & Fire Signal System Supt.

Construction Officer

Garage Attendant Foreman M/W

Maintenance superintendent

Mechanic Foreman

Park Foreman M/W

Park Superintendent

Police & Fire Signal System Superintendent

Public Works Superintendent

Sanitation Foremen M/W

Sewer Superintendent

Street Foreman

Supervisor of Trees

Tree Superintendent M/W

9:00-5:00	Assistant Library Director Principal Librarian Supervising Librarian Supervising Librarian Assistant
8:30-4:30	Assistant Municipal Tax Collector Assistant Purchasing Agent Assistant Sewage Plant superintendent Assistant Superintendent of Recreation Assistant welfare Director Chief housing Inspector Chief Loan advisor Property Improvement Chief Plumbing Inspector Chief Sanitary Inspector General Water Foreman M/W Municipal Court Clerk Municipal Superintendent of Weights and Measures Parking Meter collector & Repairer Foreman M/W Rent Regulation Officer Sewage Plant Foreman M/W Sewer Foreman M/W Superintendent of Recreation Supervision Bookkeeping Machine Operator Supervisor of water Meter Repairs

Water Foreman M/W

Water Gatehouse Foreman M/W

Water Meter Reader Foreman M/W

8:30-4:30

Welfare Investigator Supervisor

Senior Loan Advisor

Recreation Supervisor Handicapped Children

Recreation Supervisor senior Citizens

Supervising Cashier

Supervising clerk

Supervising Fire Prevention Specialist

Assistant Supervisor of Recreation

Construction Inspector

Supervising Account Clerk Typist

10:30 -6:30
(Tues to Fri)

Assistant Supervisor Parking Authority

9:15 -5:15
(Sat)

Assistant Supervisor Parking Authority

The City may change any of the above schedules for a given employee by up to one hour. By mutual consent, any of the above schedules can be changed.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement and caused same to be executed by their respective officers or agents on the 22nd day of July 2005:

City of Bayonne

By: 

Attest: 

Bayonne Municipal Supervisory Association, Hudson Council No. 2

By: 

Attest: 

Memorandum of Agreement

Between

The City of Bayonne and the Bayonne Supervisory Association

Term of Contract July 1, 2009 - June 30, 2014

Salary Adjustments:

	<u>Change to Base</u>
7/1/09 - 6/30/10	0.00%
7/1/10 - 6/30/11	0.00%
7/1/2011	2.00%
10/1/2011	1.75%
6/1/2012	2.00%
12/1/2012	1.75%
6/1/2013	2.00%
12/1/2013	2.00%
6/1/2014	2.50%

Longevity:

	Current	New
Upon Completion of:		
9th year	\$ 2,200	\$ -
14th year	\$ 3,400	\$ 3,550
19th year	\$ 4,300	\$ -
20th year	\$ -	\$ 4,500
21st year	\$ 4,600	\$ -
22nd year	\$ -	\$ 6,000
24th year	\$ 4,900	\$ -

All longevity changes effective 1/1/13

No current member to receive a reduction in longevity resulting from the elimination of a longevity year.

Furlough Days

Members will not be paid for 3 holidays annually, holidays will be banked and paid for at end of employment with the City, at then current rate of pay. Deductions for furlough days to be spread over a twelve month period. The furlough adjustment is equal to 1.16% annually. Each holiday furlough adjustment to expire after twelve months. Holiday furlough adjustment to pay to commence July 1, 2010. No adjustment to pay to carry over beyond June 30, 2014.

Dental Plan

Effective 7/1/10 for active employees an annual deductible of \$50 for the employee, \$50 for the spouse, and \$50 for each child. Maximum for all children combined is \$100.

Prescription Plan:

Effective 5/1/10 - \$3 for generic and \$10 for name brand

Health Benefits:

Effective as soon as possible all active employees to go to NJ Direct 15. An employee can choose Direct 10 but must pay for the difference.

Effective June 30, 2014 the State mandated 1.5% of salary contribution towards health benefits shall be effectuated for all members.

Night Hours:

The City shall have the right to institute night hours within the Municipal Building. The City, with a minimum of one weeks notice, and based upon seniority within title and within the department, may adjust an individuals work schedule to reflect a 11:00am to 7:00pm workday.

CDL:

To read the same as AFSCME

Steps:

Effective 1/1/11, and in future years, all members shall receive their annual steps

Retirees:

All retirees to go to NJ Direct 15. A retiree can choose Direct 10 but must pay for the difference.

Effective 1/1/13, all retirees to pay \$25.00 per month towards the cost of dental coverage. The \$25.00 payment shall be waived if the employee elects not to take dental coverage.

Effective 6/30/14, all retirees to pay \$50.00 per month towards the cost of dental coverage. The \$50.00 payment shall be waived if the employee elects not to take dental coverage.

Effective 7/1/10 for retirees city will pay 50% of premium for city dental plan and up to 50% of premium of city dental plan if employee elects a different plan.

Effective 7/1/09 - \$3 for generic and \$10 for name brand will be the co-pays on prescriptions.

If a member opts out of the health coverage plan offered by the City for retirees, the retiree shall be paid an annual sum of \$3,000.00 for the member to use towards the cost of healthcare.

New Employees:

Current 5 step salary guide to be increased to 7 steps.

Members will be entitled to single coverage only for health benefits until an employee has completed seven years. Prior to the completion of their seventh year, an employee may opt to increase coverage to include spouse and/or children at their expense.

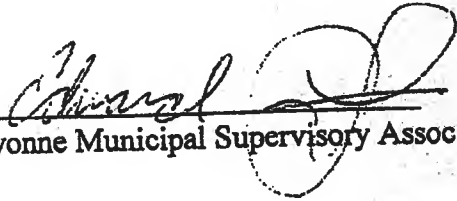
Retirement Prescription Coverage For Members With Less Than 25 Years Service:

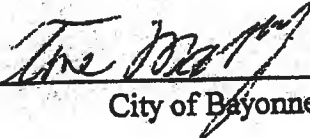
No change for existing members

For new employees provision for retirement prescription coverage after 15 years shall be stricken.

For new members who are currently City of Bayonne employees who retire with between 15 and 25 years service, prescription coverage will be provided only as a reimbursement of the Medicare Part D premium.

Signed this day the 13th day of MAY, 2010


Bayonne Municipal Supervisory Assoc.


City of Bayonne

**CITY OF BAYONNE
BUSINESS ADMINISTRATION
630 AVENUE C
BAYONNE, NEW JERSEY 07002**

MAYOR
MARK A. SMITH

ADMINISTRATOR/CFO
TERRENCE MALLOY

PHONE: 201 858-6043

FAX #: 201 858-6079

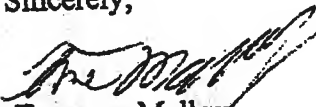
May 12, 2010

Ed Laskow
Bayonne Supervisory Association President

Dear Ed:

It is the intention and strong desire of the administration that with the implementation of the Memorandum of Understanding, every effort will be made to prevent any additional layoffs or demotions. Under the current economic circumstances, the proposed contract will greatly aid in making this commitment a reality.

Sincerely,


Terrence Malloy
Administrator/CFO